

**CONTRACT
BETWEEN
TOWN OF TEMPLETON
AND
CHERYL RICHARDSON
TEMPLETON TREASURER/COLLECTOR**

Contract made effective as of the 10th day of July, 2017 between the Town of Templeton (hereinafter the "Town"), a duly authorized municipal corporation in Massachusetts in the County of Worcester, acting by and through its Town Administrator (hereinafter the "Administrator") and Cheryl Richardson (hereinafter the "Treasurer/Collector").

Whereas the Town of Templeton has combined the statutory duties and positions of Treasurer and Collector into a single position of Treasurer/Collector who manages the combined Department; and

Whereas the Town has the authority under M.G.L. Chapter 41 § 108N1/2 to contract with a Treasurer/Collector for the terms and conditions of their employment;

Now, therefore, their Memorandum of Contract is entered into to set such terms and conditions of employment of the Treasurer/Collector by the Town.

1. **DUTIES:**

The Treasurer/Collector shall assume administrative control of and be responsible for all operational functions of the Department including, but not limited to, the supervision of daily operations of billing and collection of betterments, real, personal property and excise taxes, and miscellaneous revenues, disbursing and managing cash, and managing the placement and servicing of debt, supervision of all personnel; preparation and submission of the annual budget(s) to the Administrator; submission of required reports; responsibility for all expenditures and grants within approved budgets, presentations before any Board of the Town at which the Treasurer/Collector's presence is required and before any Town meeting when necessary; communications with the public, including the media, on matters related to operations and policy; and, any other related and relevant duties as assigned by the Administrator.

2. **DISCIPLINE AND DISCHARGE:**

The Treasurer/Collector shall report to the Administrator. The Administrator may, after an appropriate process including notice to the Treasurer/Collector and an informal hearing, discipline the Treasurer/Collector for cause as defined in Section 13(a)(ii) of their Contract, including but not limited to malfeasance or misfeasance. If, as a result of the informal hearing, the Administrator shall determine that there are grounds for discharge, he shall forward the matter to the Board of Selectmen with their recommendation of discharge and the reasons therefor. The Board shall schedule a hearing in a timely manner at which the Treasurer/Collector may present witnesses and evidence and be represented by counsel. The Board shall make such findings as it deems warranted, taking into account the Administrator's recommendation of discharge. The

Board shall determine whether there is cause for discharge, as defined in Section 13(a)(ii) of their Contract, including but not limited to malfeasance or misfeasance, based on its findings

Notwithstanding any provision of their Contract, in all instances of potential discipline or discharge by the Administrator, the Administrator, in their sole discretion, may place the Treasurer/Collector on immediate paid administrative leave, during the hearing periods, pending the outcome of the discipline or discharge process.

3. **SPECIFIC ISSUES AND GOALS:**

The Treasurer/Collector acknowledges that their performance shall be judged by the accomplishment of specific goals and objectives including the successful completion of their Professional Development Plan. Such goals and objectives shall be, within sixty (60) days of the effective date of their Contract, reduced to writing and attached as Exhibit A as if set forth in full and at length herein. More specifically, the Treasurer/Collector shall submit to the Town Administrator, for review and approval, their professional development plan by which they shall obtain the certification(s) of Treasurer and Collector in a timely manner recognizing the constraints of the course offerings and time in service requirements. Such plan may – by necessity extend beyond the end date of this contract. The Treasurer/Collector may seek extensions of the plan, approval not to be unreasonable withheld, to accommodate changes in course offerings and requirements for certification provided however, that they shall demonstrate they have been faithfully pursuing such certifications at the time of such request.

Annually, as part of the budget process, the Administrator shall define such goals and performance objectives which, in consultation with the Treasurer/Collector, are determined necessary for the proper operation of the Department and in attainment of the Town's policy objectives for the coming three-year period. Further, they shall establish a relative priority among those various goals and objectives with such goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

In conjunction with their annual performance review, the Treasurer/Collector shall submit their updated Professional Development plan for review and approval for the coming three years irrespective of the end date of this Contract.

4. **TERM:**

The term of their Contract shall begin July 31, 2017, and terminate on July 31, 2020 (the "Termination Date").

- a. For purposes of this Contract, "year" shall mean a 365-day calendar year. Any compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the year that the Treasurer/Collector is employed by the Town.
- b. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Treasurer/Collector at any time, subject only to the

provisions set forth in Section 12 of their Contract.

- c. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Treasurer/Collector to resign at any time from their position with the Town, subject only to the provisions set forth in Section 12 of their Contract.
- d. No sooner than February 1, 2020 and no later than February 28, 2020, the Treasurer/Collector shall notify the Administrator in writing of their desire to be reappointed to a subsequent term of office and negotiate the terms of employment for such subsequent term. Should the Treasurer/Collector provide such notice, then the Administrator shall give the Treasurer/Collector notice no later than April 1, 2020, either that (1) the Administrator does not intend to reappoint the Treasurer/Collector to a subsequent term, in which case the Treasurer/Collector's employment shall terminate on the Termination Date, or (2) in the alternative, the Administrator intends to negotiate a successor Contract, in which case a successor Contract must be mutually agreed to and entered into by the parties before June 1, 2020, failing which the Treasurer/Collector's employment shall terminate on the Termination Date. Should the Treasurer/Collector not provide such notice, then the Treasurer/Collector's employment shall terminate on the Termination Date unless otherwise agreed by the Town.

5. **SALARY:**

The Treasurer/Collector shall receive a salary which if annualized will equal the following:

a.	Fiscal 2018	\$59,605 (\$1,146.25 per week)
b.	Fiscal 2019	\$62,500
c.	Fiscal 2020	\$65,000

Each increase in compensation for shall be based upon a finding of merit by the Administrator. Merit shall mean the Treasurer/Collector has achieved a positive performance evaluation which shall include the diligent pursuit of their Professional Development Plan.

In addition to these salary amounts, the Town has adopted MGL Ch, 41 §108P which entitles the Treasurer/Collector additional annual compensation of \$1,000 per certification upon obtaining the Massachusetts Treasurer and Massachusetts Collector certifications. Any such amounts due to the Treasurer/Collector shall be paid pro-rate on the regular pay schedule.

These salaries will be payable in installments at the same time as other employees of the Town are paid, subject to retroactive payments for any delays in conducting the performance review. In the event the performance review is not conducted as provided, their compensation shall be adjusted as if a satisfactory review had been conducted.

Within thirty (30) days of the annual anniversary of this Contract, the Administrator shall conduct an annual salary review, which shall consist of the following: (1.) a performance

evaluation by the Administrator, which shall take into account the goals and objectives established under Section 3 of this Contract, above and (2.) a written statement submitted by the Treasurer/Collector. The written statement by the Treasurer/Collector shall include, but is not necessarily limited to, the following:

- (i.) A summary of the Treasurer/Collector's activities and accomplishments for the previous fiscal year together with the reasons – if any – for failure to meet the Goals and Objectives established in accordance with Section 3 of this Contract, above;
- (ii.) The proposed goals and objectives of the Treasurer/Collector for the coming three-year period; and
- (iii) Their proposed professional development plan.

Upon completion of the annual performance evaluation, the Administrator shall provide the Treasurer/Collector with a summary written statement of the findings of the evaluation and provide an adequate opportunity for the Treasurer/Collector to discuss their evaluation.

6. **BENEFITS:**

The Treasurer/Collector shall enjoy the rights and benefits of the Town's Personnel Policy and all general benefits provided to Town employees under the General By-laws, under Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed, except as hereinafter provided or modified for the Treasurer/Collector.

Vacation: The Treasurer/Collector shall be credited with eight (8) days of vacation on the first day of this Contract. These days may not be carried into FY 2019. She shall be classified as an employee with eight years of service as of the date of hire and progress thereafter in the normal order. All requests for vacation leave, sick leave and personal time shall be made to the Administrator on forms provided for said purposes.

It is recognized and acknowledged by the Town that the Treasurer/Collector has long planned vacations which shall keep her out of the office (a) from, and including, August 8, 2017 through, and including August 16, 2017 and (b) from, and including, February 21, 2018 through March 4, 2018. The Treasurer/Collector recognizes and acknowledges that she will not be compensated for these absences provided, however, that they may, but need not, apply the vacation advanced above to her absence during the latter time period as set forth in the preceding sentence.

Absences: The Treasurer/Collector shall advise the Administrator of any anticipated or emergency absences from work greater than forty-eight (48) hours. Any use of vacation time in excess of three days shall be pre-approved, with said approval not to be unreasonably withheld, by the Administrator.

7. **HOURS OF WORK/JOB PERFORMANCE:**

The Treasurer/Collector shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the position, and manage the affairs of the Department and the employees under their supervision. The Treasurer/Collector's work week shall ordinarily consist of a four-day week, Monday through Thursday, of thirty eight (38) hours, together with evening and/or other times that may be necessary from time to time in order to properly discharge their duties.

The Treasurer/Collector is an exempt employee for the purposes of the Fair Labor Standards Act. It is recognized that in certain situations, the Treasurer/Collector may have to devote a great deal of time outside of the normal work week to properly discharge their duties, and to that end, the Treasurer/Collector will be allowed a flexible work schedule. Such flexible schedule will allow, for example, the Treasurer/Collector to take time off from work at their discretion, without such time being charged against available benefit leave time. The Treasurer/Collector shall not be granted any compensatory time for hours worked.

The Treasurer/Collector is to be available to the Town at all times of the day through the entire year, except during periods of illness, vacation or other leave, and acknowledges the need of the Town to have an efficient means of communication and contact with them, when off duty or out-of-town, for any and all reasons.

The Treasurer/Collector agrees to remain in the exclusive employ of the Town and shall not accept employment by any other employer, including but not limited to consulting, teaching, grant writing, etc. without the express written consent of the Town Administrator.

8. **PROFESSIONAL DEVELOPMENT:**

The Town recognizes its obligations to the professional development of the Treasurer/Collector and the Treasurer/Collector recognizes their responsibility to participate in professional associations and pursue such professional development, both of which are set forth herein.

Accordingly, the Treasurer/Collector shall be allowed to attend – and is expected to attend – at least forty (40) hours annually of professional development courses, seminars and meetings, including, but not limited to, the Annual School and Annual Conference of the MA Collectors and Treasurers Association. Such attendance is to be approved in advance by the Administrator without loss of vacation or other leave. The Town also agrees to budget and pay an appropriate amount for the Treasurer/Collector's use for travel and subsistence expense of the Treasurer/Collector for such courses, institutes, and seminars that, in their reasonable judgment are necessary for their professional development. If the Town requires the Treasurer/Collector to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses, incurred by the Treasurer/Collector in attending such programs.

The Town agrees to budget and to pay an appropriate amount for the professional dues and subscriptions of the Treasurer/Collector for their continuation and full participation in national,

regional, state and local associations and organizations necessary and desirable for their continued professional growth and advancement, and for the good of the Town.

9. **GENERAL EXPENSES:**

The Treasurer/Collector shall be reimbursed for any reasonable and necessary expenses incurred in the performance of their official duties within the limits of the departmental appropriations. Notwithstanding the foregoing, the Treasurer/Collector acknowledges that the Administrator, after consultation with the Treasurer/Collector, is the final arbiter of any dispute as to what is or is not a reasonable expense.

10. **RESIDENCY & USE OF TOWN VEHICLE**

Reserved

11. **UNIFORMS AND EQUIPMENT**

Reserved

12. **TAXATION OF CERTAIN ITEMS**

Reserved

13. **TERMINATION :**

This Contract may be terminated by either party as provided below:

(i) By mutual written Contract, signed by the Administrator and the Treasurer/Collector, upon such terms and conditions as may be acceptable to both parties at the time of termination; or

(ii) By the Board of Selectmen, acting on the recommendation of the Administrator for Cause: For all purposes of this Contract "Cause" shall be defined as objective grounds which are not arbitrary and which are reasonably related to the Town's need to operate an efficient and effective fire department, including but not limited to misfeasance or malfeasance. If the Administrator recommends termination of the Treasurer/Collector's employment, the Board may terminate this Contract and remove the Treasurer/Collector, on behalf of the Board of Selectmen if said Board shall so vote upon recommendation of the Administrator and after written notice, hearing and vote by the Board of Selectmen of such action. In the event of such removal for just cause, the Town shall have no obligation to pay any severance sum.

(iii) By the Administrator without Cause: In the event the Administrator wishes to terminate this Contract without cause, as defined in Section 13(a)(ii) of this Contract, above, the Administrator, subject to ratification by the Board of Selectmen of such action, shall give the Treasurer/Collector notice of termination of the Contract and shall provide

severance pay equal to three (3) months salary to the Treasurer/Collector. Said sum is to be paid as a lump sum at the time of termination.

(iv) By the Treasurer/Collector upon not less than sixty (60) days written notice to the Administrator. Until the effective date of termination under such circumstances, the Treasurer/Collector shall continue to perform their duties and shall, if requested, cooperate with the Administrator in a search for a successor.

14. Indemnification & Litigation

The Town shall defend, save harmless, and indemnify, without limitation, the Treasurer/Collector against any third-party tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act, or malfeasance or misfeasance, while the Treasurer/Collector is acting in good faith within the scope of their duties, even if such claim has been made following their termination from employment. The Town shall pay the amount of any settlement or judgment rendered thereon (except for willful, intentional, or criminal acts or civil rights violations) and may compromise or settle any such claim or suit and pay the amount of any compromise or settlement. In the event the Treasurer/Collector has left the service of the Town but has been called upon to provide testimony, document review or advice as an expert witness or party in litigation, the Town shall compensate the Treasurer/Collector on a per diem basis by the payment of \$500.00 per day for such services. The Town shall also pay the ordinary and necessary expenses of air and ground transport, lodging, meals, fees and sundry items relative thereto.

Their section shall survive any termination of their Contract.

15. NOTICES:

Notices pursuant to their Contract shall be given personally in hand or by first-class mail, postage prepaid, addressed as follows, unless either party hereafter informs the other party in writing of a change of address:

TOWN:

TREASURER/COLLECTOR:

Town Administrator
Templeton Town Hall
160 Patriots Road
East Templeton, MA 01438

Cheryl Richardson:

Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

16. Rights in Death

Upon the death of the Treasurer/Collector, the Town shall provide to and pay to their estate a final

accounting and compensation for any accrued salary, unused absent leave, sick leave eligible to be sold back to the Town, and other benefits of value.

17. Parties Bound

Their Contract shall be binding upon the successors, heirs, and assigns of the parties hereto.

18. Amendments

Their Contract may be modified at any time in writing by the mutual consent of the parties executed in the same manner as this original Contract.

19. Entire Contract

The text herein contains the entire Contract of the parties. No prior understanding, oral interpretation, direction or change, unless executed in writing, shall be valid.

20. Interpretation of Contract

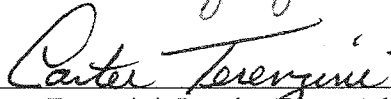
The Contract will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

21. Severability

Should any clause or provision of their Contract determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect.

Their Contract is executed as a sealed instrument their 10 day of July, 2017


Cheryl Richardson, Treasurer/Collector


Carter Terenzini, Interim Town Administrator

Presented to the Board of Selectmen on 07/10/2017

Acted Upon 5 yes 0 no (07/10/17)